

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)
Eva Hollaway

DEFENDANTS

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

*U.S. DEPT OF EDUCATION
FEDERAL OFFICE
OAKLAND*

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

05 11110 NMG
II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- | | |
|--|---|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III) |

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF	PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4 <input checked="" type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input checked="" type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input checked="" type="checkbox"/> 151 Medicare Act <input checked="" type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/ Disabilities - Employment <input type="checkbox"/> 446 Amer. w/ Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
				FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN

(Place an "X" in One Box Only)

- | | | | | | | |
|---|---|--|---|--|---|--|
| <input checked="" type="checkbox"/> 1 Original Proceeding | <input type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | <input type="checkbox"/> 5 Transferred from another district (specify) _____ | <input type="checkbox"/> 6 Multidistrict Litigation | <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment |
|---|---|--|---|--|---|--|

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

VI. CAUSE OF ACTION

Brief description of cause:

*TO STOP AND RETURN WAGES CEASE OFF SET***VII. REQUESTED IN COMPLAINT:** CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IPP JUDGE MAG. JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only)

EIA Holloway vs DEPARTMENT OF EDUCATION

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

- I. 160, 410, 470, 535, R.23, REGARDLESS OF NATURE OF SUIT.
- II. 195, 196, 368, 400, 440, 441-446, 540, 550, 555, 625, 710, 720, 730, *Also complete AO 120 or AO 121
740, 790, 791, 820*, 830*, 840*, 850, 890, 892-894, 895, 950. for patent, trademark or copyright cases
- III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310,
315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371,
380, 385, 450, 891.
- ✓ IV. 220, 422, 423, 430, 460, 480, 490, 510, 530, 610, 620, 630, 640, 650, 660,
690, 810, 861-865, 870, 871, 875, 900.
- V. 150, 152, 153.

05-11110 NMG

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES NO

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES NO

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES NO

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES NO 7. Do all of the parties in this action, excluding governmental agencies of the united states and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).YES NO A. If yes, In which division do all of the non-governmental parties reside?Eastern Division Central Division Western Division

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division Central Division Western Division

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES NO

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME _____

ADDRESS _____

TELEPHONE NO. _____

To: Bob Daunce (Fax - 1888-909-4272)
From: Eva Holloway 21 N Main St., W. Bridgewater, MA
Date: February 28, 2005
Re: Lien of Federal Taxes (Offset) ^{referred to} MT JCDan

05-11110-NMG

Per our conversation of the date listed above, please find attached said copies of letter of repayment from the U.S. Department of Education dtd January and February of 2002.

The Promissory Note you referenced in our conversation was signed by Ms. Charysse Holloway of 1370 Pleasant St., Weymouth, MA 02189 (781) 331-1218, (Social Sec # [REDACTED] 3868)

Ms. Holloway did attend Wilfred Academy in 1986 at which time she received a Student Loan.

I inadvertently the wrong Social Security Number was issued to the school and later correct. Ms. Holloway's sister upon discovering the discrepancy with the Social Security number contacted the U.S. Department of Education, signed a note, later realized (in error) that the signature on the Promissory Note and letter did not match and a check of restitution was sent to Ms. Charysse Holloway.

Ms. Holloway (Eva) should not be held responsible for any negligence of the U.S. Dept. of Education or otherwise.

Any further questions or comments should be directed to Ms. Eva Holloway (617) 541-9203

Based on our conversation receipt of this

and her release of Federal Tax Return
Should be issued.

Thank you in advance for your kind
attention and consideration,

Sincerely

Linda Lewis

LCSW

on behalf of Eva Holloway



U. S. DEPARTMENT OF EDUCATION
STUDENT FINANCIAL ASSISTANCE P 3:27



#BWNFDMC **AUTO
#50 7172U25 S58014 1#
EVA M HOLLOWAY
21 N MAIN ST
WEST BRIDGEWATER MA 02379-1734

DATE: FEBRUARY 9, 2002



SOCIAL SECURITY NO: [REDACTED]-7172

THIS NOTICE SERVES AS WRITTEN VERIFICATION THAT YOU HAVE PAID IN FULL THE DEFULTED STUDENT LOANT(S) AND/OR GRANT OVERPAYMENT(S) OWED TO THE U.S. DEPARTMENT OF EDUCATION (ED) (AND PAYABLE TO THE NATIONAL PAYMENT CENTER), AND THAT NO FURTHER PAYMENTS ARE DUE.

THIS NOTICE PERTAINS ONLY TO DEFULTED STUDENT AID DEBT HELD BY ED (AND PAYABLE TO THE NATIONAL PAYMENT CENTER) AS OF THE DATE OF THIS NOTICE. IT DOES NOT PERTAIN TO ANY OTHER OBLIGATIONS HELD BY OTHER AGENCIES, SCHOOLS, OR INSTITUTIONS (INCLUDING BANKS AND LENDING INSTITUTIONS), OR LOANS CURRENTLY HELD BY THE WILLIAM D. FORD DIRECT LOAN PROGRAM. IF YOU HAVE RECEIVED A NOTICE OF PROPOSED OFFSET FROM A GUARANTY AGENCY ACTING ON BEHALF OF ED, THIS LETTER DOES NOT APPLY TO THAT NOTICE.

THIS NOTICE OF SATISFACTION WILL BE NULL AND VOID IF:

- ANY PART OF THIS STUDENT AID DEBT HAS BEEN REDUCED BY OFFSET OF FEDERAL FUNDS OWED TO YOU AND THAT OFFSET IS SUBSEQUENTLY REVERSED EITHER IN WHOLE OR IN PART (E.G., IF YOUR FEDERAL TAX REFUND WAS APPLIED TO THIS DEBT AND YOU OR YOUR SPOUSE FILE AN INJURED SPOUSE CLAIM THAT REDUCES THE AMOUNT ED ORIGINALLY RECEIVED).
- OTHER DEBTS THAT YOU OWE ARE SUBSEQUENTLY ASSIGNED TO ED FOR COLLECTION
- ANY OF THE PAYMENTS YOU HAVE MADE TO ED SUBSEQUENTLY BOUNCE OR ARE OTHERWISE NOT HONORED

IF THE U.S. DEPARTMENT OF EDUCATION HAS REPORTED YOUR DEFULTED STUDENT AID DEBT TO CREDIT BUREAUS, THE CREDIT BUREAUS WILL BE NOTIFIED THAT THE ACCOUNT IS SATISFIED. THIS DOES NOT DELETE THE CREDIT LINE REFERENCE BUT ONLY UPDATES IT TO SHOW A ZERO BALANCE, PER SECTION 430A (F)(1) AND SECTION 463 (C)(1) OF THE HIGHER EDUCATION ACT OF 1965, AS AMENDED.

THE DEFULTED STUDENT AID DEBT HELD BY ED AND PAYABLE TO THE NATIONAL PAYMENT CENTER SHOULD NO LONGER PREVENT YOU FROM RECEIVING TITLE IV FEDERAL STUDENT FINANCIAL AID. YOU MAY REACH US AT (800)621-3115.

Sincerely,

Branch Chief, Chicago Service Center



**U. S. DEPARTMENT OF EDUCATION
STUDENT FINANCIAL ASSISTANCE**



#BWNFDMC **AUTO
#50 7172W38 S58014 D#
EVA M HOLLOWAY
21 N MAIN ST
WEST BRIDGEWATER MA 02379-1734

DATE: JANUARY 18, 2002

|||||

YOU RECENTLY REPORTED TO THE U.S. DEPARTMENT OF EDUCATION (ED) THAT YOU BELIEVE THAT A CREDIT REPORT INCORRECTLY DESCRIBES A DEBT YOU OWE(D) TO ED. YOU CONTEST THE ACCURACY OF THE DEBT INFORMATION AS SHOWN ON THE CREDIT REPORT, NOT AS SHOWN IN ED'S RECORDS.

ED DISCLOSES INFORMATION ABOUT DEBTS IT HOLDS, ON A MONTHLY BASIS, TO THREE MAJOR NATIONAL CREDIT REPOSITORIES, EXPERIAN, TRANS UNION AND EQUIFAX, AS REQUIRED BY FEDERAL LAW: SECTIONS 463(C) AND 430A OF THE HIGHER EDUCATION ACT OF 1965 AS AMENDED AND 31 USC 3711. CREDIT REPORTS, EVEN IF THEY'RE COMPILED BY LOCAL CREDIT BUREAUS, USUALLY INCLUDE INFORMATION FROM ONE OF THESE THREE REPOSITORIES. ED IS NOT RESPONSIBLE FOR ENSURING THAT CREDIT REPOSITORIES OR CREDIT BUREAUS UPDATE THEIR INFORMATION IN A TIMELY FASHION, BUT SUCH AGENCIES MUST COMPLY WITH THE FEDERAL FAIR CREDIT REPORTING ACT, OR FCRA, (15 U.S.C. 1681).

THE FCRA ALLOWS CONSUMERS TO CONTEST INFORMATION CONTAINED IN THEIR CREDIT FILES AT A CREDIT BUREAU. TO DO SO, SEND THE CREDIT BUREAU A WRITTEN NOTICE EXPLAINING THE MATTER YOU DISPUTE. THE BUREAU MUST THEN INVESTIGATE THE ACCURACY OF THAT INFORMATION AND CORRECT ANY INACCURATE INFORMATION. IF THEY DO NOT RECEIVE VERIFICATION OR CORRECTION OF THE DISPUTED INFORMATION WITHIN 30 DAYS, THEY MUST DELETE IT. CONSUMERS MAY ALSO HAVE THE CREDIT BUREAU INCLUDE IN LATER CREDIT REPORTS THAT THE INFORMATION IS DISPUTED.

TO DISPUTE INFORMATION YOU BELIEVE IS INACCURATE, SEND TO THE CREDIT BUREAU WHOSE CREDIT REPORT YOU DISPUTE AND ALSO TO THE THREE CREDIT REPOSITORIES A LETTER THAT STATES: "I DISPUTE THE FOLLOWING INFORMATION ON MY CREDIT REPORT ABOUT THE STUDENT LOAN(S) OWED TO THE U.S. DEPARTMENT OF EDUCATION" AND THAT THEN DESCRIBES THE INFORMATION YOU BELIEVE IS INACCURATE.

THE THREE CREDIT REPOSITORIES ARE:

EQUIFAX	PO BOX 740241	800-685-1111
	ATLANTA, GA 30374	

EXPERIAN	PO BOX 949	888-397-3742
	ALLEN, TX 75013	

TRANS UNION	WEST SPROUL RD, POB 390	800-888-4213
	SPRINGFIELD, PA 19064	



U. S. DEPARTMENT OF EDUCATION
STUDENT FINANCIAL ASSISTANCE

100-102 P 327



#BWNFDMDC **AUTO
#50 7172U25 S58014 1#
EVA M HOLLOWAY
21 N MAIN ST
WEST BRIDGEWATER MA 02379-1734

DATE: JANUARY 25, 2002



SOCIAL SECURITY NO: [REDACTED]-7172

THIS NOTICE SERVES AS WRITTEN VERIFICATION THAT YOU HAVE PAID IN FULL THE DEFALTED STUDENT LOAN(S) AND/OR GRANT OVERPAYMENT(S) OWED TO THE U.S. DEPARTMENT OF EDUCATION (ED) (AND PAYABLE TO THE NATIONAL PAYMENT CENTER), AND THAT NO FURTHER PAYMENTS ARE DUE.

THIS NOTICE PERTAINS ONLY TO DEFALTED STUDENT AID DEBT HELD BY ED (AND PAYABLE TO THE NATIONAL PAYMENT CENTER) AS OF THE DATE OF THIS NOTICE. IT DOES NOT PERTAIN TO ANY OTHER OBLIGATIONS HELD BY OTHER AGENCIES, SCHOOLS, OR INSTITUTIONS (INCLUDING BANKS AND LENDING INSTITUTIONS), OR LOANS CURRENTLY HELD BY THE WILLIAM D. FORD DIRECT LOAN PROGRAM. IF YOU HAVE RECEIVED A NOTICE OF PROPOSED OFFSET FROM A GUARANTY AGENCY ACTING ON BEHALF OF ED, THIS LETTER DOES NOT APPLY TO THAT NOTICE.

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Sincerely,

Branch Chief, Chicago Service Center



**DEPARTMENT OF THE TREASURY
FINANCIAL MANAGEMENT SERVICE
P.O. BOX 1686
BIRMINGHAM, ALABAMA 35201-1686**

RECEIVED
U.S. DEPARTMENT OF THE TREASURY
FEB 23 2005

THIS IS NOT A BILL - PLEASE RETAIN FOR YOUR RECORDS

02/11/05

██

HOLLOWAY, EVA M
2 WALNUT CT APT 2
ROXBURY MA 02119-2233

Dear HOLLOWAY, EVA M:

As authorized by Federal law, we applied all or part of your Federal payment to a debt you owe. The government agency (or agencies) collecting your debt is listed below.

U.S. DEPARTMENT OF EDUCATION
FEDERAL OFFSET UNIT
P.O. BOX 4222
IOWA CITY IA 52244-4222

800-621-3115 (800) 621-3115
PURPOSE: Non-Tax Federal Debt

TIN Num: ██████████ 7172
TOP Trace Num: A24962715
Acct Num: 05014587172
Amount This Creditor: \$407.00
Creditor: 05 Site: 50

The Agency has previously sent notice to you at the last address known to the Agency. That notice explained the amount and type of debt you owe, the rights available to you, and that the Agency intended to collect the debt by intercepting any Federal payments made to you, including tax refunds. **If you believe your payment was reduced in error or if you have questions about this debt, you must contact the Agency at the address and telephone number shown above.** The U. S. Department of the Treasury's Financial Management Service cannot resolve issues regarding debts with other agencies.

We will forward the money taken from your Federal payment to the Agency to be applied to your debt balance; however, the Agency may not receive the funds for several weeks after the payment date. If you intend to contact the Agency, please have this notice available.

Charles A. Wilson

Charles A. Wilson
Department of the Treasury, Financial Management Service
(800) 304-3107
Telecommunications Device for the Deaf (TDD) (866) 297-0517

PAYMENT SUMMARY

PAYEE NAME: HOLLOWAY, EVA M	PAYMENT DATE: 02/11/05
PAYMENT BEFORE REDUCTION: \$407.00	PAYMENT TYPE: EFT
TOTAL AMOUNT OF THIS REDUCTION: \$407.00	
PAYING FEDERAL AGENCY: Internal Revenue Service	
(See Insert on Tax Refund Offsets for Additional Information)	





DEPARTMENT OF THE TREASURY
FINANCIAL MANAGEMENT SERVICE
WASHINGTON, D.C. 20227

Ronda L. Kent
Senior Attorney
Telephone: (202) 874-4182
Facsimile: (202) 874-6627
Internet: ronda.kent@fms.treas.gov

May 6, 2005

Clerk's Office
Boston Municipal Court, Roxbury Division
85 Warren Street
Roxbury, MA 02119-3294

VIA FEDERAL EXPRESS

Re: Eva Holloway vs. U.S. Department of Education
Docket No. 200502SC00098

Dear Sir or Madam:

Reference is made to the above captioned small claims action, which is scheduled for trial on May 11, 2005 at 2:00 p.m.

As you know, the United States is not subject to the jurisdiction of the Massachusetts Small Claims Court. See United States v. Mitchell, 463 U.S. 206, 212 (1983) ("It is, of course 'axiomatic' under the principle of sovereign immunity 'that the United States may not be sued without its consent and that the existence of consent is a prerequisite for jurisdiction.'"). Further, Ms. Holloway is seeking the return of monies withheld from her Federal income tax refund to pay a student loan debt. Federal law provides that no court shall have jurisdiction as to the U.S. Department of the Treasury with respect to any lawsuit regarding a tax refund offset. See 26 U.S.C. 6402(f).

I wrote to Ms. Holloway in March 2005, and advised her of the above. I also suggested that she contact the Department of Education ombudsman's office at 1-877-557-2575 to resolve any questions she has regarding her tax refund offset. I have not received any reply to my letter.

If you have any questions, please feel free to contact me at (202) 874-4182.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronda L. Kent".

Ronda L. Kent

cc: Eva Holloway
2 Walnut Court, Apt. 2
Roxbury, MA 02119-2233



Department of the Treasury
Internal Revenue Service

0858600000

Apr. 11, 2000 LTR 178C
████████-7172 199912 30 000
Input Op: 0827126398 00722

EVA M HOLLOWAY
65 CAMDEN AVE APT FLR2
PROVIDENCE RI 02908-3601650

We apologize for any inconvenience we may have caused you, and thank you for your cooperation.

Sincerely yours,

Judith P. Powers
Chief, TeleCorr Branch

Enclosures:
Copy of this letter
Envelope
Your Form 1040X



Department of the Treasury
Internal Revenue Service

310 Lowell Street
Andover MA 01812-0000

In reply refer to: 0858600000
Apr. 11, 2000 LTR 178C
[REDACTED] 7172 199912 30 000
Input Dp: 0827126398 08721

EVA M HOLLOWAY
65 CAMDEN AVE APT FLR2
PROVIDENCE RI 02908-3601650

Taxpayer Identification Number: [REDACTED]-7172
Tax Period(s): Dec. 31, 1999

Form: 1040

Dear Taxpayer:

Thank you for the inquiry dated Mar. 01, 2000.

We are returning Form 1040X, received on Mar. 03, 2000, for additional information required for processing.

- Please send verification (receipts, bills from vendors, diaries etc.) for the added expenses claimed on your amended form 1040X Schedule C. Please explain how these expenses pertain to your stated occupation of baby sitter. Also please explain your use of a vehicle in the performance of your work.

Please send us the information requested along with the amended return within 30 days from the date of this letter. If we do not hear from you, we can take no further action on your account. We have enclosed an envelope for your convenience.

If you have any questions, please call our Customer Service area at 1-800-829-8815 between the hours of 8:00AM and 11:00PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number 401-272-8841 Hours 7-8 PM

Wilfred Academy of Hair and Beauty Culture

NEW YORK • NEW JERSEY • CONNECTICUT • PENNSYLVANIA
MASSACHUSETTS • FLORIDA • ILLINOIS • CALIFORNIA
OVER 40 LOCATIONS

Certificate

This is to certify that
Carolyn Hallinan
has diligently pursued the prescribed courses of instruction and
has given satisfactory proof of efficiency in the practice of

HAIIRDRESSING AND COSMETOLOGY



Given the 19th day of August in the year of 1981
in the City of Boston in the State of Massachusetts.

John B. C.
John B. C.
John B. C.
John B. C.

School Manager

MHEAC 1-STEP APPLICATION FOR A GUARANTEED STUDENT LOAN

READ INSTRUCTIONS AS YOU FILL OUT THIS FORM

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 U.S.C. 1097.

SECTION I -- TO BE COMPLETED BY THE APPLICANT

1. SOCIAL SECURITY NUMBER <i>38618</i>	2. LEGAL NAME <i>HILLIARY MAY</i>	3. BIRTH DATE Month Day Year	4. PERMANENT HOME ADDRESS 100 BICKFORD ST	5. AREA CODE/PHONE NUMBER <i>(617) 427-1116</i>	6. CITIZENSHIP STATUS (Check One) U.S. citizen or National <input checked="" type="checkbox"/> Eligible non-citizen <input type="checkbox"/> Neither <input type="checkbox"/> nor <input type="checkbox"/>	7. Total Number of Borrower's Dependents List Ages	8. PERMANENT RESIDENCE OF (STATE NAME) MA	9. INTENDED ENROLLMENT STATUS: <input type="checkbox"/> Full-time <input type="checkbox"/> Less than Full-time at least Half-time <input type="checkbox"/> Less than Half-time (not eligible)	10. MAJOR COURSE OF STUDY (See Instructions) <i>24</i>	11. WHILE IN SCHOOL, BORROWER INTENDS TO LIVE (Check One) With Parents <input type="checkbox"/> On-Campus <input checked="" type="checkbox"/> Off-Campus <input type="checkbox"/>
---	--------------------------------------	---------------------------------	--	--	--	---	--	--	--	---

12. Prior to the academic year for which this loan is requested, have you ever been enrolled in any school beyond the high school level? YES NO

13. AMOUNT REQUESTED *\$2500.00*

14. LOAN PERIOD
From *01* Month *1986* Year To *10* Month *87* Year

15. HAVE YOU EVER DEFAULTED ON A STUDENT LOAN? (See Instructions)
 YES NO If yes, give details on a separate sheet of paper including what arrangements have been made, if any, to repay this debt.

16. HAVE YOU ANY DEBTS? YES NO If yes, list below. Include all educational loans (FSL, NSL, HEAL, PLUS, GSLP), even those obtained in another state. Attach a separate sheet if more space is required. If you have no debts write "NONE".

CREDITOR NAME	CITY/STATE	PHONE NO.	INTEREST RATE	NAME OF PROGRAM GSL, NSL, HEAL, etc.	SCHOOL PERIOD Begin	UNPAID BALANCE
		()				
		()				

17. PARENT OR GUARDIAN (Circle One)
(LAST) *SKINNER* (FIRST) *WINNIE* (M.I.) *SSA* Name and address of two relatives not living with you and each at a different address.
(LAST) *WONG* (FIRST) *TAMMY* (M.I.) *SSA*
Address *12 SHANDON RD* City, State *DORCHESTER MASS* Zip *02128*
City, State *KROWN MONIQUE* Zip *02128*

Address *12 SHANDON RD* City, State *DORCHESTER MASS* Zip *02128*

Phone No. *() NO phone* Employer *PATRIOT BANK*

Employer *STUDENT*

18A. STUDENT'S ANTICIPATED GRADUATION DATE *01 28 88*

18B. GRADE LEVEL (See Instructions) *1011*

18C. ALEEN NUMBER *11*

MHEAC 1-STEP PROMISSORY NOTE FOR A GUARANTEED STUDENT LOAN

I Promise to Pay the undersigned student borrower identified in Section I, item 2, promise to pay to you or your order when this note becomes due as set forth in Paragraph II, the sum of *Two Thousand Five Hundred Dollars (\$ 25.00)*

I.A. Requested Loan Amount — Must be the same as Item 13.

or such loan amount as is advanced to me along with any fee paid on my behalf and identified to me in the Notice of Loan Guarantee and Disclosure Statement, plus interest as set forth in Paragraph VI. If I fail to pay any of these amounts when they are due, I will pay all charges and other costs, including the fees and outside attorney and court costs that are permitted by federal law and regulations for the collection of this loan, which you incur in collecting this loan. (See Paragraphs II, III, VI on the other side.) My signature certifies that I have read, understood and agreed to the conditions and authorizations stated in the "Borrower Certification" printed on the reverse side.

I UNDERSTAND THAT THIS IS A PROMISSORY NOTE. I WILL NOT SIGN THIS PROMISSORY NOTE BEFORE READING IT INCLUDING THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. I AM ENTITLED TO AN EXACT COPY OF THIS PROMISSORY NOTE, NOTICE OF LOAN GUARANTEE AND DISCLOSURE STATEMENT AND ANY AGREEMENT I SIGN, BY SIGNING THIS PROMISSORY NOTE, I ACKNOWLEDGE THAT I HAVE RECEIVED AN EXACT COPY HEREOF. THIS AGREEMENT IS UNDER SEAL.

Eva Holloway *8/19/86*

I.B. Student Borrower Signature Date

BEAR DOWN FIRMLY — SIGN IN INK

NOTICE TO STUDENT: Terms of the Promissory Note continue on the reverse side of copy D. Detach copies A, B, and C from the booklet after completing Section I.

SECTION II -- TO BE COMPLETED BY THE SCHOOL

20. NAME OF EDUCATIONAL INSTITUTION <i>Wildred Academy</i>	22. LOAN PERIOD FROM <i>01</i> Month <i>29</i> Year To <i>06</i> Month <i>30</i> Year
21. ADDRESS <i>120 Tremont St</i>	23. BORROWER'S GRADE LEVEL (See Instructions)
STATE <i>MA</i> ZIP CODE <i>02108</i>	24. ANTICIPATED GRADUATION Month <i>01</i> Day <i>26</i> Year <i>87</i>
25. SCHOOL CODE SUFFIX <i>999599</i>	26. AREA CODE/PHONE NO. <i>(617) 541-1175</i>
27A. ESTIMATED COST OF ATTENDANCE FOR LOAN PERIOD Total \$ <i>18219.00</i>	27B. ESTIMATED FINANCIAL AID Total \$ <i>12100.00</i>
27C. EXPECTED FAMILY CONTRIBUTION Total \$ <i>110.00</i>	28. STUDENT'S DEPENDENCY STATUS <input checked="" type="checkbox"/> Dependent <input type="checkbox"/> Independent
29. STUDENT STATUS <input type="checkbox"/> Full-Time <input type="checkbox"/> Less than Full-Time, at least Half-Time <input type="checkbox"/> Less than Half-Time	30. COST LESS AID (See Instructions) (Item 26 less Items 29 and 28) Total \$ <i>170111.00</i>
31. DEGREE OR CERTIFICATE TO BE RECEIVED <i>Diploma</i>	32. My signature below certifies that I have read and agreed to the "School Certification" printed on the REVERSE of this Application. (See Instructions)
SIGNATURE OF AUTHORIZED SCHOOL OFFICIAL <i>Tina M. Pierce</i>	PRINT OR TYPE NAME AND TITLE <i>TINA M. Pierce</i>

SECTION III -- TO BE COMPLETED BY THE LENDER

33. NAME OF LENDING INSTITUTION <i>Merchant Bank of Boston</i>	37. LOAN DISBURSEMENT DATE(S) Mo. <i>#1</i> Day <i>9 - 10 - 86</i> Yr.	LOAN AMOUNT(S) \$
34. ADDRESS <i>125 Tremont Street</i>	#2	\$
CITY <i>BOSTON</i>	#3	\$
STATE <i>MA</i> ZIP CODE <i>02108</i>	#4	\$
35. AREA CODE/PHONE NO. <i>(617) 484-2800</i>	38. LENDER CODE <i>82A17G81</i>	TOTAL AMOUNT LENDER APPROVES \$ <i>2500.00</i>
39. SIGNATURE OF AUTHORIZED LENDING OFFICIAL <i>Merchant Bank</i>	PRINT OR TYPE NAME AND TITLE <i>Unocal Boston Supervision Committee</i>	DATE <i>8-27-86</i>
ORIGINAL NOTE	LENDER-COPY A	MHEAC 1-STEP FORM #2 7/85

DEFERMENT, LOAN PROMISSORY NOTE AND THIS INFORMATION CANNOT BE CHANGED.

1. I understand that my school will be my lender. If I have any questions, I will refer to the borrower.

2. I understand that my lender will fill it out. If I have any questions, I will ask my lender.

3. When the lender accepts my signed Promissory Note with my application, the lender is not necessarily agreeing to lend me money. The lender may make a loan for an amount less than the Loan Amount Requested. I will be required to repay only the amount of money that the lender is willing to lend me. HEAF regulations may not allow the lender to lend me as much as I have asked for.

4. After HEAF has agreed to guarantee my loan, the lender will send me a Disclosure Statement. The Disclosure Statement will tell me:

- a) the total dollar amount of my loan
- b) the interest rate I will pay
- c) the dollar amount of the origination fee I will pay
- d) the dollar amount of the guarantee fee I will pay
- e) my disbursement schedule (when I will receive my money)
- f) how long my grace period will be

Some of the terms on my Disclosure Statement may be different from what they are on the Promissory Note. If they are different, the terms on the Disclosure Statement apply instead of what is on this Note. If I am not satisfied with the new terms, I may cancel the agreement. If I do wish to cancel this agreement, I will contact my lender immediately and I will not cash any loan checks.

I will be sure to check the Disclosure Statement as soon as I get it and let my lender know if anything looks wrong or if I have any questions.

EVA HOLLOWAY

B. PROMISE TO PAY
promise to pay to the order of The Chase Manhattan Bank, N.A.

New York, New York

All of the following amounts

1) The entire Loan Amount Requested or such lesser amount as is loaned. **LOAN AMOUNT**

REQUESTED \$

1267.00

2) Interest on the unpaid principal balance. The applicable interest rate on this loan will be figured in the following manner: (a) if I have an unpaid principal balance on a Guaranteed Student Loan having an applicable interest rate of 6%, the applicable interest rate on this loan will be 7%; (b) if I have an unpaid principal balance on a Guaranteed Student Loan having an applicable interest rate of 7%, 8%, or 9%, the applicable interest rate on this loan will be the same as that of my other loans; (c) if I have no outstanding Guaranteed Student Loans, my applicable interest rate on this loan will be 8%.

I further understand that if I am eligible for federal interest benefits, the interest will be paid by the Secretary of Education ("Secretary") during the period I am in school on at least a half-time basis, (b) during the grace period described in Section D below, and (c) during the time my loan payments are deferred as allowed by Section F below.

3) The guarantee fee (which is .75% per annum of the Loan Amount for the anticipated in-school period plus six months). The fee will be deducted from the initial disbursement. This charge is not subject to refund except for the amount attributable to any disbursement I do not receive, which will, at the lender's option, be applied to my loan balance or be returned to me.

4) The Origination Fee, which will be deducted from the proceeds of the loan. The fee is determined by federal law and will be reflected on my disclosure statement. This charge is not subject to refund except for the amount attributable to any disbursement I do not receive.

C. GENERAL

I understand that the lender has applied for guarantee coverage of this loan through the Higher Education Assistance Foundation (HEAF) and because of this, the loan is subject to, and the terms of this Promissory Note will be interpreted in accordance with, Sub chapter IV, Part B of the Higher Education Act of 1965 ("Act"), as it was in effect on the date regulations adopted under the Act, and the Rules and Regulations of HEAF. To the extent not governed by federal law, this Note shall be governed by the laws of the jurisdiction in which the lender is located.

D. REPAYMENT

I will repay this loan in periodic installments during a repayment period that will begin no later than the end of my grace period. However, during the grace period I may request that the repayment period begin earlier. The grace period begins when I cease to carry at least one-half the normal academic workload at a school that is participating in the Guaranteed Student Loan Program (GSLP).

1) The Secretary will pay the interest that accrues on this loan prior to the repayment period and during any repayment period if I fail to make timely payments that I qualify to have such payments made on my behalf under the regulations governing the GSLP. In the event the interest on this loan is payable by the Secretary, the lender may not attempt to collect this interest from me. I may, however, choose to pay this interest myself.

2) Once the repayment period begins, I will be responsible for payment of all the interest that accrues on this loan, except that if the interest accruing on this loan prior to the repayment period was payable by the Secretary, the Secretary will pay the interest that accrues during any period debt-tilt under DIFFERMENT in this Promissory Note.

3) The lender may add any interest to the unpaid principal balance of this loan that is not paid when it is due, or accrued, in accordance with regulations of HEAF governing the GSLP. I will repay this loan within 15 years of the date of the first disbursement. Note, over a repayment period that generally lasts at least 5 years but is more than 5 years. However, the following exceptions to these rules apply:

a) The lender may require a repayment period shorter than five years to ensure that the payments of all my loans (GSLP, Perkins, those of my spouse, are at least \$600.00 per annum or the amount of my tuition, whichever is less), I ever less. These terms apply to all holders of my loans. GS and Perkins.

b) Any period described under DIFFERMENT in this Promissory Note or any period for which the lender has granted forbearance will not be included in determining the 5-, 10-, and 15-year periods mentioned above.

4) If, during the grace period, I request a shorter repayment period, the lender may grant me a period shorter than 5 years. In that event, I may later choose to have the repayment period extended to 5 years.

5) I must contact the lender prior to expiration of my grace period to negotiate the terms of repayment. If I elect to do so, I thereby authorize the lender to establish repayment terms within the guidelines set forth in Paragraph 3 of this section, without my further approval; however, the lender must inform me of these terms in writing at the latest address that I have provided to the lender.

6) My obligation to repay this loan shall be cancelled if I become totally and permanently disabled or die.

The particular terms and conditions of repayment that apply to this loan will be set forth in a separate document, known as a repayment schedule, that the lender will provide to me before the repayment period begins.

E. PREPAYMENT

At my option and without penalty, I may prepay at any time all or any part of the unpaid principal balance of this Note. In the event of prepayment, I may be entitled to a refund of unearned interest. The amount of any such rebate will be computed by the same method by which interest payments were computed.

F. DEFERMENT

I understand that in certain instances authorized by the Act the payments I am required to make under Section D may be deferred. In instances currently authorized by the Act, as described on the reverse side of this Note. To obtain such deferral, I agree to comply with the relevant federal regulations and the Rules and Regulations of the HEAF, including, without limitation, submission of required forms to the lender.

G. MODIFICATION OF REPAYMENT TERMS

If I am unable to repay this loan in accordance with the terms established under Section D, I may request the lender to modify these terms in the manner identified on the reverse side of this Note. I understand that a modification of repayment terms under this section is different from Deferment (Section F) and that during this period I will remain responsible for payment of interest which the lender may (a) collect from me on a periodic basis or (b) add to the principal balance of the loan.

H. DEFAULT & ACCELERATION

If I default on this loan, the lender may declare the entire unpaid amount of the loan, including interest and applicable late charges, immediately due and payable. A default may also make me ineligible for the benefits described under DEFERMENT and REPAYMENT in this Promissory Note. Under HEAF regulations governing the GSLP, any of the following events is a default:

- 1) Failing to make any payment when due.
- 2) Making any false representation for the purposes of obtaining this loan.
- 3) Using the loan proceeds for other than educational purposes.
- 4) Failing to enroll in the school that completed the application for the time identified as my loan period.
- 5) Not notifying the lender immediately if I (a) drop to less than a half-time student, (b) change my graduation date, (c) change my name or (d) change my address.

If I default, I will also pay all charges and other costs — including attorney's fees — that are permitted by federal law and regulations for the collection of these amounts. If this loan is referred for collection to an agency that is subject to the Fair Debt Collection Practices Act, I will pay collection costs not to exceed 25 percent of the unpaid principal and accrued interest. Declaring these amounts immediately due and payable is at the option of the lender, which it may do only after complying with applicable notice and other requirements of law. Failure to exercise this option does not constitute a waiver of the lender's right to exercise the option at a later date. If I default, the lender may endorse this Promissory Note to HEAF. I will then be required to pay HEAF all amounts owed.

I. CREDIT BUREAU NOTIFICATION

If I default on this loan, the lender or HEAF may report the default to credit bureau organizations. This may significantly and adversely affect my credit rating. The lender must provide information on the repayment status of this loan to any credit bureau organization upon my request. If not otherwise prohibited by law, the lender may disclose information about the status of this loan to any credit bureau organizations.

J. LATE CHARGES

If permitted by law, the lender may collect from me a late charge if I fail to make any part of an installment payment within 10 days after it is due, unless I provide documentation that I am entitled to have the payment deferred as described under DEFERMENT in this Promissory Note. A late charge may not exceed \$5 or 5% of an installment, whichever amount is less.

NOTICE TO BORROWER

- (a) DO NOT SIGN THIS PROMISSORY NOTE BEFORE YOU READ IT.
- (b) YOU ARE ENTITLED TO A COPY OF THIS PROMISSORY NOTE.
- (c) YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY.
- (d) IF YOU HAVE ANY QUESTIONS OR WISH TO CANCEL THIS LOAN 1) DO NOT CASH THE LOAN CHECK(S) AND 2) CONTACT YOUR LENDER.

Eva Holloway
Sign Your Name

6/18/84
Today's Date



DO NOT SEND CASH
MAKE CHECKS PAYABLE TO:
U.S. DEPARTMENT OF EDUCATION
SHOW YOUR SOCIAL SECURITY NUMBER
ON YOUR CHECK

RETURN THIS PORTION WITH YOUR PAYMENT

NOTE NAME/ADDRESS/PHONE NO. CHANGES ON BACK

ACCOUNT NO.	PRINCIPAL BAL.	INTEREST
████████-7172	\$2,652.46	\$2,462.58
PENALTY CHARGES	FEES & COSTS	TOTAL BALANCE
\$0.00	\$1,278.76	\$6,393.80
AMOUNT PAID:		



#BWNFDMC **AUTO
#50 7172A50 S58014 8#
EVA HOLLOWAY
21 N MAIN ST
WEST BRIDGEWATER MA 02379-1734



SEND PAYMENT TO:

NATIONAL PAYMENT CENTER
US DEPARTMENT OF EDUCATION
PO BOX 4169
GREENVILLE TX 75403-4169

5 320145871720 0000001150 00000406

5 320145871720 0005192003 06393809

KEEP THIS PORTION FOR YOUR RECORDS

U.S. DEPARTMENT OF EDUCATION

DATE: MAY 19, 2003

THE U.S. DEPARTMENT OF EDUCATION HAS, EFFECTIVE WITH THIS NOTICE,
ASSIGNED YOUR ACCOUNT TO THE FOLLOWING AGENCY FOR IMMEDIATE COLLECTION
ACTION: DIVERSIFIED COLLECTION SERVICES

IN ADDITION TO PRINCIPAL, INTEREST AND ADMINISTRATIVE FEES, YOUR BALANCE
NOW INCLUDES COLLECTION COSTS, UP TO 25% OF PRINCIPAL AND INTEREST.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE. IF YOU DO NOT DISPUTE THE VALIDITY OF THIS
DEBT, OR ANY PORTION THEREOF, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT
OF THIS NOTICE, WE WILL ASSUME IT IS VALID. IF YOU DISPUTE THE VALIDITY
OF THIS DEBT, IN WRITING, WITHIN THE 30 DAY PERIOD, WE WILL OBTAIN
VERIFICATION OF THIS DEBT OR A COPY OF A JUDGEMENT AND WILL MAIL A COPY
TO YOU. AT YOUR REQUEST, IN WRITING, WITHIN THE 30 DAY PERIOD, WE WILL
PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF
DIFFERENT FROM THE CURRENT CREDITOR. FEDERAL LAW PROHIBITS UNFAIR
COLLECTION PRACTICES. FORMAL COMPLAINTS AGAINST THIS AGENCY MAY BE
LODGED WITH:

U.S. DEPARTMENT OF EDUCATION
ATLANTA SERVICE CENTER - CHIEF, CONTRACT SERVICES BRANCH
ATLANTA FEDERAL CENTER TOWER
61 FORSYTH ST., SW, RM 19T89
ATLANTA, GEORGIA 30303

THE AGENCY RESPONSIBLE FOR HANDLING YOUR ACCOUNT IS:

DIVERSIFIED COLLECTION SERVICES
P.O. BOX 2049
CASTRO VALLEY CA 94546-0049
(888)335-6267
(888)335-6267

FOR MORE INFORMATION ABOUT STUDENT LOANS VISIT WWW.1800IWILLPAY.COM

NOTICE OF NEXT EVENT	DOCKET NUMBER 200502SC000098	Trial Court of Massachusetts District Court Department Small Claims Session
CASE NAME EVA HOLLOWAY vs. U.S. DEPARTMENT OF EDUCATION		
PARTY TO WHICH THIS COPY OF NOTICE IS ISSUED P01 EVA HOLLOWAY 2 WALNUT CT APT 2 BOSTON, MA 02119	CURRENT COURT Boston Municipal Court, Roxbury Div. 85 Warren Street Roxbury, MA 02119-3294 (617) 427-7000	
ATTORNEY FOR PARTY TO WHICH THIS COPY OF NOTICE IS ISSUED	MAGISTRATE TRIAL SCHEDULED for 05/11/2005 02:00 PM.	←←← WHEN YOU MUST APPE/ ←←←
	ROOM/SESSION	

TO THE PARTIES TO THIS CASE:

The nature, date and time of the next scheduled event concerning this case is indicated above.

You are required to be present at this event.

If you have good reason to request the Court to reschedule this event for another date, you should immediately contact the opposing party(ies) and request their consent to your request. You should then promptly write the Clerk-Magistrate, indicating the reason for your request and whether or not the other party(ies) has consented. Please note that the granting of a continuance is not automatic even when all the parties agree.

Additional Comments (if any):